

SAHAR LEWIS and PLUYD COLEMAN, Trustees,
Plaintiffs, In Propria Persona,

v.

PNC BANK, N.A.,
Defendant.

FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
JUN 20 2025	
CLERK US DISTRICT COURT	
DISTRICT OF NEVADA	
BY: <i>nz</i>	DEPUTY

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Case No: 2:25-cv-00791-ART-DJA

NOTICE OF SUPPLEMENTAL EVIDENCE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

Plaintiffs respectfully submit this Notice of Supplemental Evidence in support of their pending Motion for Summary Judgment (filed June 2, 2025), and request that the Court consider the attached exhibits, which provide material facts demonstrating that Defendant PNC Bank, N.A. lacks standing to enforce or foreclose upon the subject mortgage loan.

SUPPLEMENTAL DECLARATION OF PLAINTIFFS

1. Attached as **Exhibit A** is a summary of a forensic audit and securitization report establishing that the \$270,000 loan executed by Sahar Lewis on December 7, 2021, was securitized into the Freddie Mac Multiclass Certificates, Series 5211, issued March 14, 2022, bearing CUSIP #3137H6M69.
2. The audit confirms the following key facts:
 - No Assignment of Deed of Trust to Freddie Mac, its trustee, or PNC Bank was ever recorded in the Clark County Recorder's Office. The audit includes confirmation from a public records search conducted using the official Clark County Recorder's online system showing no assignment of deed of trust to PNC or Freddie Mac.
 - The loan was included in a publicly traded REMIC security, but no documentation exists showing that PNC was ever the lawful holder or servicer authorized to enforce it.
 - The Pooling and Servicing Agreement (PSA) governing Series 5211 is not publicly accessible, and Section 2.01 (which governs loan conveyance) has not been produced.

- MERS records list Freddie Mac as the investor, not PNC.
- Fidelity Investments confirms the CUSIP is actively trading as of June 2025, showing the loan is still part of an investment pool.

3. This means PNC Bank does not hold or service the loan, lacks standing to enforce it, and never recorded any valid interest in the loan or deed of trust. Any foreclosure under these conditions is void under Nevada law.
4. PNC's failure to disclose these facts and its counsel's representations about standing and ownership amount to material misrepresentations and fraud upon the court.

REQUEST FOR JUDICIAL NOTICE

Plaintiffs respectfully request that the Court take judicial notice of the following public records:

- **Exhibit A: Forensic audit and CUSIP verification for Freddie Mac Series 5211.**
- **Exhibit B: MERS investor lookup showing Freddie Mac as Investor.**
- **Exhibit C: Fidelity trading record showing CUSIP #3137H6M69 is active.**
- **Exhibit D: Clark County Recorder search results (included within Exhibit A audit report) showing no assignment of deed of trust recorded to PNC or Freddie Mac.**

PRAYER FOR RELIEF

In light of this new and material evidence, Plaintiffs request that this Court:

1. GRANT Plaintiffs' Motion for Summary Judgment;
2. VOID the foreclosure sale held on May 9, 2025;
3. ENTER judgment that title to the subject property is held free and clear of any lien related to the invalid foreclosure;
4. ORDER restitution of unearned payments collected by Defendant or its agents;
5. IMPOSE sanctions upon PNC's counsel for fraud upon the court;
6. GRANT such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: June 20, 2025

by: Jolene Amendaikha UCC 1-308
Sahar Lewis, Trustee

Pluyd Coleman UCC 1-308
Pluyd Coleman, Trustee

Plaintiffs, In Propria Persona

Sahar Lewis, Trustee Pluyd Coleman, Trustee Plaintiffs, In Propria Persona

[PROPOSED ORDER]

IT IS HEREBY ORDERED that:

1. Plaintiffs' Motion for Summary Judgment is **GRANTED**;
2. The foreclosure sale of the property conducted on May 9, 2025 is declared **VOID ab initio**;
3. Title to the subject property shall be restored to Plaintiffs, free and clear of any encumbrances stemming from the May 9, 2025 foreclosure sale;
4. Defendant PNC Bank, N.A. shall return all unearned payments collected related to the voided foreclosure;
5. Sanctions may be imposed upon PNC's counsel for fraud upon the court upon further hearing or briefing as deemed appropriate;
6. The Clerk of Court is directed to enter final judgment in favor of Plaintiffs.

IT IS SO ORDERED.

DATED: _____

HON. ANNE R. TRAUM United States District Judge

SECTION 1: TRANSACTION DETAILS BORROWER & CO-BORROWER:

BORROWER	CO-BORROWER
SAHAR LEWIS	NONE
CURRENT ADDRESS	SUBJECT ADDRESS
3139 BELVEDERE DRIVE, HENDERSON, NV 89014	3139 BELVEDERE DRIVE, HENDERSON, NV 89014

SECTION 2: SECURITIZATION SECURITIZATION PARTICIPANTS:

DEED OF TRUST	DATE	NOTE	DATE
NORTH AMERICAN FINANCIAL CORP.	DECEMBER 07, 2021	NORTH AMERICAN FINANCIAL CORP.	DECEMBER 07, 2021
		FREDDIE MAC MULTICLASS CERTIFICATES, SERIES 5211	<u>CLOSING DATE: MARCH 14, 2022</u>

The Deed of Trust and the Note have taken two distinctly different paths. The Deed of Trust was never transferred. The \$270,000.00 note may have been however pooled, sold, transferred with other loans and Deed of Trusts and this pool of loans and Deed of Trusts in this security offering of \$115,270,865. The webpage link can be found at:

REGISTRANT:

<https://freddiemac.mbs-securities.com/freddie/deal/005211>

COPY OF BORROWER'S DEED OF TRUST (PAGE 1)
Shows Loan # 7361110206 & MERS MIN # 1012670-7361110206-3.

Inst #: 20211214-0002668
 Fees: \$42.00
 12/14/2021 03:45:15 PM
 Receipt #: 4817330
 Requestor:
 Fidelity National Title
 Recorded By: SOV Pgs: 14
 Debbie Conway
 CLARK COUNTY RECORDER
 Src: ERECORD
 Ofc: ERECORD

178-06-711-024

Assessor's Parcel Number: 178-06-711-024

RECORDING REQUESTED BY, AND
 WHEN RECORDED/MAILED TO
North American Financial Corp., ISAOA/ATIMA
375 N Stephanie Street, Building 18
Henderson, NV 89014

This instrument was prepared by:
North American Financial Corp., ISAOA/ATIMA
375 N Stephanie Street, Building 18
Henderson, NV 89014
702-407-9335

Mail Tax Statements To
North American Financial Corp., ISAOA/ATIMA
375 N Stephanie Street, Building 18
Henderson, NEVADA 89014

I hereby affirm that this document submitted for recording
 does not contain any personal information about any
 persons(s) as defined by NRS 603A.040 on the document.

Signature
 Printed Name & Title

Loan Number: 7361110206
 1012670-001- TDS

(Space Above This Line For Recording Data)

DEED OF TRUST

MIN: 101267073611102063
 SIS Telephone #: (888) 679-MERS

This is a home loan as defined in NRS 598D.040 and is subject to the provisions of § 152 of the Home Ownership and Equity Protection Act of 1994, 15 U.S.C. § 1602(aa), and the regulations adopted by the Bureau of Consumer Financial Protection pursuant thereto, including, without limitation, 12 C.F.R. § 1026.32.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS

Page 1 of 13

Form 3029 1/01

DS, Inc. - 30231

Borrower(s) initials

COPY OF BORROWER'S NOTE (PAGE 1)

Shows Loan # 7361110206 & MERS MIN # 1012670-7361110206-3, Address of Property,
Name of Lender, Loan Amount, Monthly Payment beginning February 1, 2022.

Loan Number: 7361110206

MIN: 101267073611102063

NOTE

December 7, 2021

HENDERSON, NEVADA

3139 BELVEDERE DRIVE
HENDERSON, NEVADA 89014
(Property Address)

The undersigned hereby certifies this
to be a true & correct copy of the
Original
FIDELITY NATIONAL TITLE
AGENCY OF NEVADA, INC.

By

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$270,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN FINANCIAL CORP., A CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.500%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on February 1, 2022. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on January 1, 2052, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

NORTH AMERICAN FINANCIAL CORP.
375 N STEPHANIE STREET, Building 18
HENDERSON, NV 89014

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,212.42.

or at a different place if required by the Note Holder

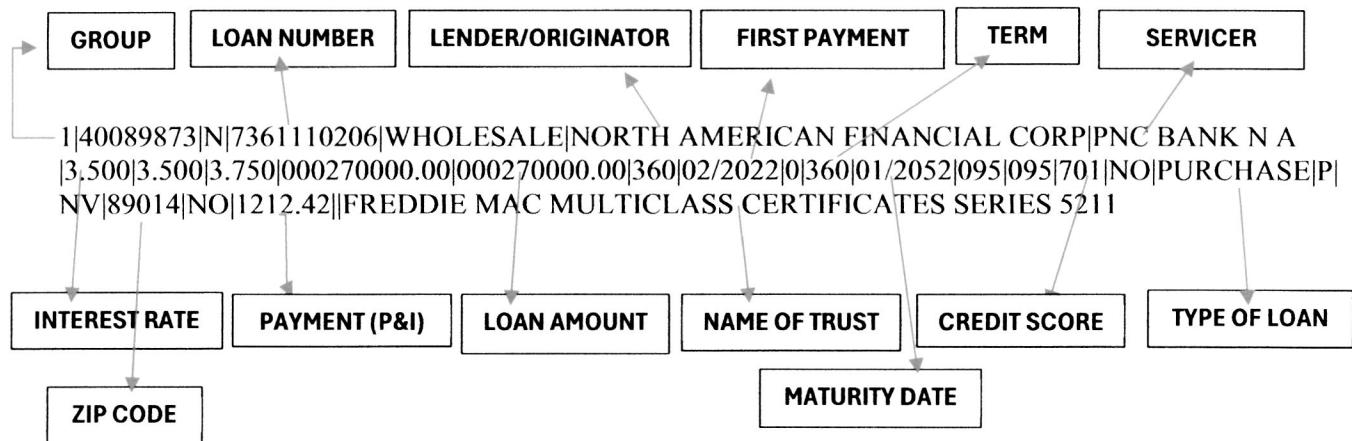
4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

EX A

FREDDIE MAC REMIC SEARCH RESULT ON BORROWER'S LOAN
Data taken from the REMIC Source



Freddie Mac Multiclass Certificates, Series 5211

GROUP 1

CUSIP 3137H6M69

EX-1

PARTIES/DEFENDANTS:**\$115,270,865****Freddie Mac****Multiclass Certificates, SERIES 5211**

Offered Classes: REMIC Classes shown below (unless otherwise indicated) and MACR Classes shown on Appendix D

Offering Terms: The underwriter named below is offering the Classes in negotiated transactions at varying prices

Form of Certificates: Book-entry on Fed System (other than any Residual Class, which will be issued in certificated form and is transferable at the office of the Registrar)

Payment Dates: Monthly on the 25th of each month with respect to a Group 1 Class, or, if such day is not a Business Day, the next Business Day, beginning in April 2022

Closing Date: March 14, 2022

J.P. Morgan**February 25, 2022****GENERAL INFORMATION****The Trust Agreement**

We will form a trust fund to hold the Assets and to issue the Certificates, each pursuant to the Multiclass Certificates Master Trust Agreement dated July 1, 2020 and a Terms Supplement dated the Closing Date (together, the “**Trust Agreement**”). We will act as Trustee and Administrator under the Trust Agreement.

You should refer to the Trust Agreement for a complete description of your rights and obligations and those of Freddie Mac. You will acquire your Certificates subject to the terms and conditions of the Trust Agreement, including the Terms Supplement.

EX-1

PROSPECTUS SUPPLEMENT

Borrower is assigned a CUSIP# 3137H6M69

Offering Circular Supplement
 (To Offering Circular
 Dated July 1, 2020)

\$115,270,865**Freddie Mac****Multiclass Certificates, Series 5211**

Offered Classes: REMIC Classes shown below (unless otherwise indicated) and MACR Classes shown on *Appendix D*

Offering Terms: The underwriter named below is offering the Classes in negotiated transactions at varying prices

Form of Certificates: Book-entry on Fed System (other than any Residual Class, which will be issued in certificated form and is transferable at the office of the Registrar)

Payment Dates: Monthly on the 25th of each month with respect to a Group 1 Class, or, if such day is not a Business Day, the next Business Day, beginning in April 2022

Closing Date: March 14, 2022

REMIC Classes	Original Balance	Principal Type(1)	Class Coupon	Interest Type(1)	CUSIP Number	Final Payment Date
Group 1						
B	\$102,000,000	PAC AD	3.5%	FIX	3137H6M69	April 2052
GZ	13,270,865	SUP	3.5	FIX Z	3137H6M85	April 2052
Residual						
R	0	NPR	0.0	NPR	3137H6MA0	April 2052

(1) See *Appendix II* to the Offering Circular

The Certificates may not be suitable investments for you. You should not purchase Certificates unless you have carefully considered and are able to bear the associated prepayment, interest rate, yield and market risks of investing in them. *Certain Risk Considerations* herein highlights some of these risks.

You should purchase Certificates only if you have read and understood this Supplement, the Offering Circular and the documents identified under *Available Information*.

We guarantee principal and interest payments on the Certificates. These payments are not guaranteed by, and are not debts or obligations of, the United States or any federal agency or instrumentality other than Freddie Mac. The Certificates are not tax-exempt. Because of applicable securities law exemptions, we have not registered the Certificates with any federal or state securities commission. No securities commission has reviewed this Supplement.

J.P. Morgan

February 25, 2022

JKA

TERMS SHEET

This Terms Sheet contains selected information about this Series. You should refer to the remainder of this Supplement for further information.

In this Supplement, we refer to Classes only by their letter designations. For example, 'R' refers to the R Class of this Series.

Interest

Each fixed-rate REMIC Class bears interest at its Class Coupon shown on the front cover. Each fixed-rate MACR Class bears interest at its Class Coupon shown on *Appendix D*.

See Payments – Interest

Notional Classes

Notional Classes do not receive principal payments. For calculating interest payments, a Notional Class has a notional principal amount that will reduce as shown in the following table.

Class	Original Notional Principal Amount	Reduces Proportionately With
Group 1 REMIC	\$43,714,285	B (PAC AD)
(1) MACR Class		

MACR Classes

This Series includes MACR Classes. *Appendix D* shows the characteristics of each MACR Class and each Combination of REMIC and MACR Classes.

See Appendix III to the Offering Circular for a description of MACR Certificates and exchange procedures and fees.

Principal

REMIC Classes

On each Payment Date, we pay:

Group 1

- The GZ Accrual Amount and the Group 1 Asset Principal Amount in the following order of priority:

PAC	1. To B, until reduced to its Targeted Balance
Support	2. To GZ, until retired
PAC	3. To B, until retired

The **"Aggregate Targeted Balances"** and **"Targeted Balances,"** as applicable, are shown in *Appendix E-1*. Each balance schedule was calculated using the corresponding Structuring Range or Rate shown in *Appendix E-1*.

See Payments – Principal and Prepayment and Yield Analysis.

Ex A

REPORT SUMMARY

Deed of Trust:

- On December 07, 2021, SAHAR LEWIS executed a negotiable promissory note and a security interest in the form of a DEED OF TRUST in the amount of \$270,000.00. This document was filed as document number 2021.01.03.1144 in the Official Records of Clark County, Nevada and was recorded on December 14, 2021. *The original lender of the promissory note is North American Financial Corp. Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") is not named as the payee of the note, but is named as acting solely as a "nominee" for the lender as the beneficiary of the security interest Security Deed.*

Securitization (The Note):

- The NOTE was sold, transferred, assigned and securitized into the FREDDIE MAC MULTICLASS CERTIFICATES, SERIES 5211 with an issue date of March 14, 2022.

No Assignment of Deed of Trust:

- No Assignment of Deed of Trust was recorded in the Official Records, Clark County, Nevada. Document must be filed and recorded before a proper Foreclosure can proceed.
- Examiner recommends review of evidence of a negotiated transfer (e.g. purchase/sale agreement; notarized note endorsements; verifiable proof of funds; declarations of value; receipts for transfer taxes paid) prior to acceptance of this document as valid.

Ex B

MERS SEARCH RESULT ON MIN# 1012670-7361110206-3 (as of June 09, 2025)

The loan is registered within the MERS database showing PNC Bank, N.A. as Servicer and Federal Home Loan Mortgage Corporation (aka Freddie Mac) as Investor.

MERS
ServicerID

1 Record Matched Your Search

MIN: 1012670-7361110206-3	Note Date: 12/07/2021	MIN Status: Inactive
Servicer: PNC BANK, N.A.		Phone: (800) 822-5626

Miamisburg, OH

If you are a borrower on this loan, you can click here to enter additional information and display the Investor name.

to enter additional information and display the Investor name.

MERS
ServicerID

Investor

Please enter your name and address for further information to be displayed for MIN# 1012670-7361110206-3
Investor for this loan. (Optional)

Investor may be either the servicer or the bank.

Fields marked with an asterisk (*) are required.

Last Name: LEWIS

First Name: JEFFREY

By clicking this button, the borrower or borrower's authorized representative, attest(s) to the fact that he/she is in fact the servicer or servicer's authorized representative for this loan. (Optional) Additional information, including to learn the identity of the investor, investor may confirm their identity by entering their FICO ID# (FICO ID# is also known as their ID# or SSN) if this information does not match the information contained in the FICO ID# column for the borrower of the loan, the investor information will not be displayed. Borrowers should enter their results with their lender/servicer.

Investor for this loan (Optional): (Optional)



Servicer

Miamisburg, OH

Phone: (800) 822-5626

Investor: Federal Home Loan Mortgage Corporation

<https://www.mers-servicerid.org/sis/common/results>

PROPERTY REMIC SEARCH – LEVEL IV

1|40089873|N|7361110206|WHOLESALE|NORTH AMERICAN FINANCIAL CORP|PNC BANK N A
 |3.625|3.625|3.750|000270000.00|000270000.00|360|02/2022|0|360|01/2052|095|095|701|NO
 PURCHASE| NV|89014|NO|1212.42|||FREDDIE MAC MULTICLASS CERTIFICATES SERIES 5211

GROUP NUMBER	LOAN NUMBER	ORIGINAL LENDER	DEED OF TRUST SERVICER	INTEREST RATE
1 Matches REMIC Trust	7361110206 Matches Loan Documents	NORTH AMERICAN FINANCIAL CORP. Matches Loan Documents	PNC BANK, N.A. Matches MERS result	3.500% Matches Note
LOAN AMOUNT	TERM	DATE OF FIRST PAYMENT	MATURITY DATE	CREDIT SCORE
\$270,000.00 Matches Loan Documents	360 Matches Loan Documents	02/2022 Matches Note	01/2052 Matches REMIC Trust	701 Matches REMIC Trust
TYPE OF LOAN	CUSIP NUMBER	PROPERTY ZIP CODE	PAYMENT AMOUNT	NAME OF TRUST
PURCHASE Matches Loan Documents	CUSIP 3137H6M69 (GROUP 1) Matches REMIC Trust	89014 Matches Loan Documents	1,212.42 Matches Note	FREDDIE MAC MULTICLASS CERTIFICATES, SERIES 5211

FIDELITY INVESTMENT SEARCH RESULT FOR CUSIP# 3137H6M69
Shows Borrower's CUSIP# is an Investment Bond actively being Traded (as of 6/9/2025)

Fidelity CUSTOMER SERVICE | PROFILE | OPEN AN ACCOUNT | FIDELITY ASSISTANT | LOG OUT

How can we help?

Accounts & Trade Planning & Advice News & Research Products Why Fidelity

Trade

Account

Select an Account...

Cusip	FEDL HOME LN MTG CRPSER 5211 CL B 3 50000% 04/25/2052			
	Ask Price	Ask Yield	Ask Quantity(min)	Third Party Price
--	--	--(--)	92.715	

FEDL HOME LN MTG CRPSER 5211 CL B

3.50000% 04/25/2052

[Overview](#) [Price & Performance](#)

Details		Issuer Information	
CUSIP	3137H6M69	Issue Date	03/01/2022
Pay Frequency	MONTHLY	Dated Date	03/01/2022
Coupon	3.500	First Coupon Date	04/25/2022
Maturity Date	04/25/2052	Next Coupon	06/25/2025
Moody's Rating	--	Last Coupon	04/25/2052
S&P Rating	--	Workout Date	04/25/2052
Issuer Events	NO	Original Issue Amount	\$102,000,000.00
Survivor Option	N/A	Issue Price	--
Bond Type	Agency		
Interest Accrual Date	03/01/2022		
Redemptive Features		Coupon Information	
Call Protection	View Schedule	Coupon Type	FIXED
Continuously Callable	NO	Current Rate Effective Date	03/10/2022
		Reset Frequency	TERM MODE
		Benchmark Reference	--

<https://fixedincome.fidelity.com/ftgw/fi/FIBondDetails?cusip=3137H6M69>

Ex-1

SECTION 3: FORECLOSURE

Recorded Events on the Loan Including Foreclosure Issues and Securitization

Recorded Chain of Deed of Trust Possession		Chain of Note Possession	
Date	Original Deed of Trust	Date	Note Holder
December 14, 2021 Instrument # 2021.01.03.1144 Official Records, Clark County Nevada	SAHAR LEWIS (Borrower) NORTH AMERICAN FINANCIAL CORP. (Lender) MIN: 1012670-7361110206-3	December 07, 2021	NORTH AMERICAN FINANCIAL CORP. Lender Principal Amount: \$270,000.00
Official Records, Clark County Nevada	NO ASSIGNMENT OF DEED OF TRUST to Freddie Mac are available for review. Document must be filed and recorded before a proper Foreclosure can proceed.	<u>Issue Date:</u> March 14, 2022	FREDDIE MAC MULTICLASS CERTIFICATES, SERIES 5211 Lender Principal Amount: \$270,000.00

*Only includes primary active loan.
Annotated Voluntary Lien Search included in Exhibit I.*

Ex D

1. SAHAR LEWIS refinanced the property on December 07, 2021 in the amount of \$270,000.00. This primary active loan which was recorded on December 14, 2021 is the subject of this report.
2. No Assignment of Deed of Trust to Freddie Mac made since loan origination are available for review. Subsequent recorded documents of foreclosure are dependent upon this document. All documents should be rescinded and the then notarized Assignment of Deed of Trust for equivalent value with verifiable proof of funds and note endorsement executed prior to Freddie Mac acquisition should be recorded for rightful foreclosure to proceed in validating the real parties in interest and in compliance with Nevada Uniform Commercial Code.
3. Foreclosure action dependent upon a valid Assignment of Deed of Trust to Freddie Mac.